

I, LINDA A. KELLEHER, City Clerk of the City of Reading, Pa., do hereby certify, that the foregoing is a true and correct copy of the original Ordinance passed by the Council of the City of Reading, on the 10th day of May, A. D. 2010. Witness my hand and seal of the said City this 12th day of May, A. D. 2010.

ORDINANCE NO. 22-2010

CITY CLERK

AN ORDINANCE OF THE CITY OF READING, BERKS COUNTY, PENNSYLVANIA, AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE PURPOSE OF PROVIDING MUTUAL AID AMONG THE COUNTY OF BERKS, THE FRIENDSHIP HOOK AND LADDER COMPANY NO. 1 OF BOYERTOWN, PA, THE CITY OF READING AND THE TOWNSHIP OF SPRING TO ASSIST FIRST RESPONDERS IN THE MITIGATION OF EMERGENCIES RELATED TO TRENCH AND STRUCTURAL COLLAPSE

BE IT ENACTED and ORDAINED by the City Council of the City of Reading, Berks County, Pennsylvania and it is hereby enacted and ordained by the authority of the same as follows:

Section 1. Purpose. A mutual aid agreement between the County of Berks ("County"), The Friendship Hook and Ladder Company No. 1 of Boyertown, PA ("Fire Company"), the City of Reading ("City") and the Township of Spring ("Township") (collectively, the "Partners") to assist first responders in the mitigation of emergencies related to trench and structural collapse consistent with the requirements of the Pennsylvania Emergency Management Services Code and with the objectives of protecting the health, safety and welfare of municipal residents and landowners.

Section 2. Grant of Power. This Ordinance is adopted pursuant to authority granted in:

(A) The Pennsylvania Emergency Management Services Code, Act 323 of November 26, 1978 (35 Pa.C.S.A §7101, et seq.) as amended, or as it may be amended from time to time;

(B) The Pennsylvania Intergovernmental Cooperation Act, Act 177 of 1996 (53 Pa.C.S.A., Section 2301, et seq.) as amended, or as it may be amended from time to time.

Section 3. Definitions. The following words or phrases, when used in this Ordinance, shall have the meanings indicated:

Code - the Pennsylvania Emergency Management Services Code, Act 323 of 1978 (35 Pa.C.S.A. §7101, et seq.) as amended, or as it may be amended from time to time.

DES - the Berks County Department of Emergency Services, Berks County, Pennsylvania.

Section 4. Participation. Pursuant to and in accord with the above-referenced authority, City is hereby authorized to participate with the County, Fire Company and Township in a mutual aid agreement for reciprocal emergency assistance regarding the ownership, possession, use and training for use of emergency equipment in accordance with the authority granted in the above-referenced laws and this Ordinance.

Section 5. Authority to Enter Agreement. Pursuant to and in accordance with the above-referenced authority, City is hereby authorized and directed to enter into the Reciprocal Agreement which governs the ownership, possession, use and training for use of emergency equipment, a copy of which is attached to this Ordinance and incorporated herein by reference (the "Agreement"). The Mayor is authorized to execute the Agreement on behalf of the City of Reading.

Section 6. Organization. The Agreement authorized under and by virtue of the authority of the Code and this Ordinance shall be between the County, Fire Company, Township and City. The participation by City in the Agreement shall be governed and controlled by the terms and conditions of the Agreement, as duly amended, the provisions of applicable Pennsylvania laws and regulations, and such other policies as may be duly adopted in accordance with the Agreement.

Section 7. Finances. Security and maintenance of the equipment shall be provided with funds provided by the Partners in accordance with the provisions of the Agreement referred to above, and such other grants or funding as may be available. The manner and extent of financing the Agreement shall be as follows: (i) no borrowing will be required by the City to fund its obligations under the Agreement; (ii) funds to implement the City's obligations under the Agreement shall come from usual budgeted amounts for such matters; and (iii) other provisions governing the manner and extent of financing joint projects and purchases shall be as set forth in the Agreement.

Section 8. Administration. The administration of the Agreement shall be undertaken in accordance with the terms of the Agreement.

Section 9. Term. The Agreement shall be for an indefinite term and dependent upon the continued participation of the Partners. The Partners can withdraw from the Agreement upon thirty (30) days prior written notice as provided for in the Agreement.

Section 10. Property. All property shall be acquired, managed, or disposed of pursuant to the Agreement in accordance with the terms of the Agreement and ownership of the Property shall remain with the County through DES. No acquisition of real property or real estate is authorized.

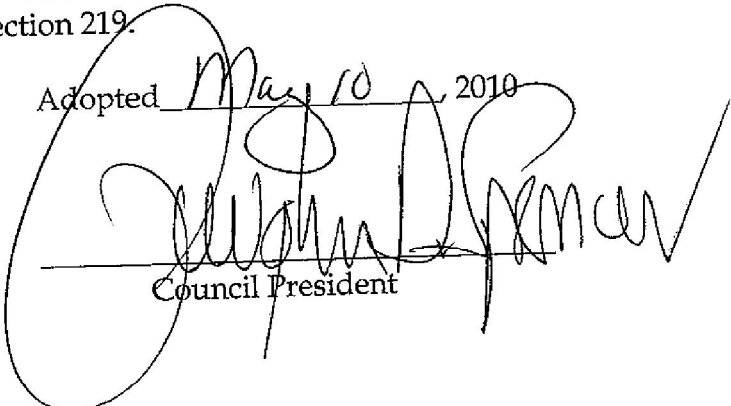
Section 11. Repealer. Any and all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance's provision.

Section 12. Severability. If any article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word in this Ordinance, is, for any reason declared to be illegal, unconstitutional or invalid, by any Court of competent jurisdiction, this decision shall not affect or impair the validity of the Ordinance as a whole, or any other article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase, word, or remaining portion of the within Ordinance. The City Council of the City of Reading, Pennsylvania, hereby declares that it would have adopted the within Ordinance and each article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase and word thereof, irrespective of the limitations, restrictions, sentences, clauses, phrases, or word that may be declared illegal, unconstitutional or invalid.

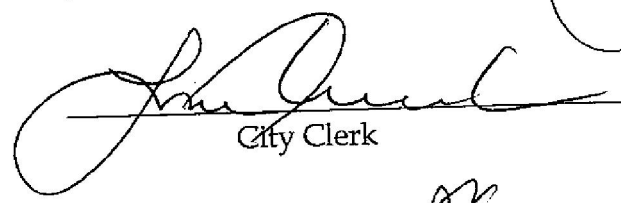
Section 13. Code of Ordinances. The Code of Ordinances, as amended, of the City of Reading, Berks County, Pennsylvania shall be and remain unchanged and in full force and effect except as amended, supplemented, and modified by this Ordinance. This Ordinance shall become a part of this Code of Ordinances upon adoption.


Section 14. Effective Date. This Ordinance shall become effective in ten (10) days, in accordance with Charter Section 219.

Adopted May 10, 2010

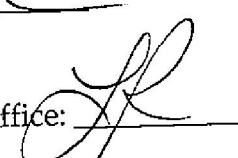
  
Council President

Attest:


  
City Clerk

Submitted to Mayor: 

Date: 5-11-10

Received by the Mayor's Office: 

Date: 5-11-10

Approved by Mayor: 

Date: 5/11/10

Vetoed by Mayor: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"

RECIPROCAL AGREEMENT

## RECIPROCAL AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the County of Berks, Berks County Services Center, 633 Court Street, 13<sup>th</sup> Floor, Reading, Pennsylvania 19601, (hereafter referred to as the "County"), The Friendship Hook and Ladder Fire Company No. 1 of Boyertown, PA, 10 Warwick Street, Boyertown, PA 19512, (hereafter referred to as the "Fire Company"); the Township of Spring, 2800 Shillington Road, Reading, Pennsylvania 19608, (hereafter referred to as the "Township"); and the City of Reading, 815 Washington Street, Reading, PA 19601, (hereafter referred to as "the City"). The City, the Township, and the Fire Company are hereafter collectively referred to as the "the Partners," pursuant to the authority granted by the ordinance/resolution or other corporate action referred to below:

Name and Address of Party	Date Agreement Signed	Ordinance No./Action and Date
County of Berks Berks County Services Center 633 Court Street, 13th Floor Reading, PA 19601		
The Friendship Hook and Ladder Company No. 1 of Boyertown, PA 10 Warwick Street Boyertown, PA 19512		
Township of Spring 2800 Shillington Road Reading, PA 19608		
City of Reading Dept. of Fire and Rescue Services Attention Chief 815 Washington Street, Room 1-41 Reading, PA 19601		

## BACKGROUND

WHEREAS, pursuant to the Act of November 26, 1978, No. 323, P.L. 1332, 35 Pa. C.S.A. §7101 et seq., as amended, known as the Emergency Management Services Code (the "Code") in part, directs counties and political subdivisions to develop mutual aid agreements with other political subdivisions for reciprocal emergency assistance, as further authorized by the Pennsylvania Intergovernmental Corporation Act, 53 Pa. C.S.A. § 2301, et seq.; and

WHEREAS, the County, through its Berks County Department of Emergency Services, (hereafter referred to as "DES") desires to develop capabilities within the County to assist first responders in the mitigation of emergencies related to trench and structural collapse; and

WHEREAS, the County, through DES has acquired certain rescue equipment as a result of various methods, including funding through the Department of Homeland Security as more fully described in Exhibit 1 attached hereto and made a part hereof (hereafter referred to as the "Equipment"); and

WHEREAS, the Equipment is assigned to the specific Partner noted on said Exhibit, as it may be amended from time to time as Equipment is redeployed by the parties; and

WHEREAS, the Equipment is useful for emergencies including, but not limited to heavy vehicle and machinery rescue and confined space rescue; and

WHEREAS, the Partners, either directly, or through a designated department of either the Township or the City, desire to develop a similar resource group serving their primary response area and have already devoted considerable resources into the training and equipping of such units; and

WHEREAS, independently acquiring the Equipment would present considerable undue financial burden for the Partners and the areas that they would most likely be called to provide the service is outside of their normal jurisdictions, and

WHEREAS, the County and the Partners mutually desire to formalize the arrangements and understandings relative to the use and training of the Equipment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the parties hereby agree as follows:

1. The Background clauses set forth above are incorporated herein by reference.
2. The Equipment shall remain in the possession, custody, and care of Partners throughout the term of this Agreement. The equipment will be used by the assigned Partner, as required, for essential training and urgent response contingencies.
3. At all times during the term of this Agreement the Equipment is owned by and remains the property of the County through DES.
4. Security and maintenance of the Equipment shall be the responsibility of the assigned Partners. Maintenance shall be performed within guidelines described by the manufacturer(s). Any damage or destruction of the Equipment shall be reported to DES as soon as it occurs. Any damage or destruction of the Equipment assigned to a Partner shall be the responsibility of said Partner, which shall bear the costs of repair or replacement. The County shall insure the Equipment for an aggregate value of Two Hundred Thousand Dollars (\$200,000.00), with the highest value for a single item being Twenty-Five Thousand Dollars (\$25,000.00). Each Partner shall insure the Equipment assigned to them as personal property of others in at least the same amount as the County. Each Partner shall deliver a certificate of such insurance to DES within seven (7) days of execution of this Agreement naming the County as an additional insured.

5. The Partners shall report to DES the use of the Equipment for training and emergencies as soon as practicable each time the Equipment is deployed. The Partners agree that the Equipment shall be used for training and emergencies in accordance with nationally accepted standards, including but not limited to those of OSHA and the National Fire Protection Association.

6. All persons who will be operating the Equipment shall be properly trained in the operation of the Equipment prior to its deployment.

7. Each partner shall conduct a complete operational check of the Equipment assigned on a regular basis as part of a standard equipment check process.

8. In exchange for use of the Equipment by the Partner or its designated emergency response entity, it is mutually agreed that in the event of an emergency, and at the request of DES to assist first responders in the mitigation of emergencies related to trench and structural collapse:

- a.) The Partners shall operate the Equipment under procedures developed in conjunction with, and agreed to by, DES. These procedures shall be in coordination with related sections of the Berks County Emergency Operations Plan, and the policies and procedures of DES.
- b.) The Partners shall train together, and work to coordinate standardized operational guidelines to ensure their ability to interoperate on incident scenes.
- c.) DES shall serve as the oversight entity for this program in resolving all disputes among the Partners.
- d.) The Partners shall provide this service in any location within the East Central PA Counter-Terrorism Task Force at the request of DES, and within the same terms outlined in the existing Berks County Countywide Mutual Aid Agreement as signed by the Borough of Boyertown, the Township of Spring, the City of Reading, and the County of Berks.
- e.) If responding, all Partners or the designated emergency response entities shall respond to an incident scene with such Partner's assigned Equipment, along with a minimum of four (4) personnel, unless otherwise advised by the incident commander.
- f.) In the event, due to operational readiness or local impact, a Partner, or its designated emergency response entity, is unable or unwilling to respond to an incident, if not already deployed or anticipated to be deployed, said Partner shall immediately make the Equipment available for reallocation with the East Central PA Regional Terrorism Task Force or another task force in the Commonwealth.
- g.) The Partners shall not deploy the Equipment outside Berks County without DES consent.
- h.) The Partners shall consult with DES in any future decisions regarding equipment acquisition or dissolution in regard to this unit.
- i.) DES shall repair or replace any equipment of the Partners damaged by the gross negligence of an employee of the DES.
- j.) DES shall provide logistical support to any operation on request of any of the Partners. No employee of DES shall be precluded from participating in training or operations, as the individual's level of training permits. All costs of training DES employees shall be borne by DES.

- k.) DES shall consider any requests for additional rescue resources from the Partners as coming from a designated regional resource. However, the County cannot guarantee funding of any requests.
- l.) DES and the Partners agree that at all incident scenes, a command structure shall be established without regard to agency affiliation, and in compliance with NIMS tenets.

9. DES may recall the Equipment at any time, and for any or no reason, except during such time as the Equipment is deployed during an actual emergency. In the event of a recall, the Partners shall return the equipment to DES within 72 hours of recall.

10. The County and the Partners shall maintain adequate Workers' Compensation Insurance and general and public liability insurance which cover the emergency service activities of said municipalities and agencies when acting pursuant to the terms of this Agreement.

11. This Agreement shall become effective immediately upon its ratification by the undersigned Partners and the County, and shall remain in full force and effect unless terminated according to the provisions of this Agreement or in the event the Equipment is recalled.

12. Any party herein may terminate the within Agreement upon giving the other parties at least thirty (30) days' prior written notice hereof.

13. All notices required under this Agreement shall be in writing. Written notices shall be effective if delivered by hand, or if sent by registered or certified mail, or by confirmed courier to the address each party has indicated above, or at such other address either party may designate in writing during the term of this Agreement. Copies of notices to the City of Reading shall also be delivered to City of Reading, Dept. of Law, 815 Washington Street, Room 2-54, Reading, PA 19601.

14. In the event that any provision of this Agreement shall be found to be void or unenforceable, such finding shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.

15. Any party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or difference character. Furthermore, any termination of this Agreement shall not relieve or release any party hereto from any rights, liabilities or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination.

16. This Agreement contains the complete and entire agreement between the parties, and may not be altered or amended except in a writing executed by a duly authorized official.

17. This Agreement shall be interpreted under the substantive laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law provisions.



IN WITNESS WHEREOF, the undersigned parties have duly executed this Reciprocal Agreement on the date above written.

**COUNTY OF BERKS**

\_\_\_\_\_  
Mark C. Scott, Chair

\_\_\_\_\_  
Christian Y. Leinbach, Commissioner

\_\_\_\_\_  
Kevin Barnhart, Commissioner

Attest:

\_\_\_\_\_  
Terry L. Styer, Chief Clerk

Attest:

\_\_\_\_\_  
Sheryl Rosen, Secretary

Attest:

\_\_\_\_\_  
, Secretary

Attest:

\_\_\_\_\_  
Linda Kelleher, Chief Clerk

**TOWNSHIP OF SPRING**

\_\_\_\_\_  
Patti Smith, Chairperson

**FRIENDSHIP FIRE COMPANY**

\_\_\_\_\_  
, President

**CITY OF READING**

\_\_\_\_\_  
Thomas McMahon, Mayor

EXHIBIT 1  
EQUIPMENT

Commodity	Quan	Quantity Assigned		
		Spring Township	City of Reading	Boyerstown
Paratech 22-796000 V-base	10	4+1		5
Paratech 22-796100 Rubber Base	10	5		5
Paratech 22-796140 Hinged Base	15	8		7
Paratech 22-796080 Cone Base	10	4+1		5
Paratech 22-796134 4x4 Base	20		10	10
Paratech 22-796092 Angle Base	10		5	5
Paratech 22-796136 6x6 Base	20		10	10
Paratech 22-796070 Rigid Base	67	16+9		20
Paratech 22-796080 Swivel Base	45	10	11	16
Paratech 22-796180A Rigid Ground Pad	20	10	9	10
Paratech 22-796180C Hinged Ground Pad	12		6	6
Paratech 22-796180B Swivel Ground Pad	10		5	5
Paratech 22-800400 Manual Compressor	1		1	
Paratech Neoprene Base 22-890015	10		5	5
Paratech 22-796114 Spanner Wrench	8		3	5
Paratech 22-796036 36" Extension	10	5		4
Paratech 22-796024 24" Extension	14	6+1		7
Paratech 22-796012 12" Extension	12	6		6
Paratech 22-796107 6" Extension	7	2		5
Paratech 22-890517 Green 16' Hose	2	1		1
Paratech 22-890514 Blue 16' Hose	2	2		
Paratech 22-890518 Gray 16' Hose	2		2	
Paratech 22-890513 Black 16' Hose	6	2	2	2
Paratech 22-890516 Red 16' Hose	1			1
Paratech 22-890515 Yellow 16' Hose	1	1		
Paratech 22-890521 Red 32' Hose	2	1	1	
Paratech 22-890520 Yellow 32' Hose	1	1		
Paratech 22-890541 Red 50' Hose	1	1		
Paratech 22-890542 Yellow 50' Hose	1		1	
Paratech 22-890543 Gray 50' Hose	1		1	
Paratech 22-890544 Blue 50' Hose	1			1
Paratech 22-890545 Black 50' Hose	1			1
Paratech 22-890546 Green 50' Hose	1			1
Paratech 22-796360 6-10' Long shore	10		5	5
Paratech 22-796370 8-12' Long shore	10		5	5
Paratech 22-796380 10-16' Long shore	10		5	5
Paratech 22-796342 2' Long shore extension	10		5	5
Paratech 22-796356 4' Long shore extension	10		5	5
Paratech 22-796378 6' Long shore extension	10		5	5
Paratech 22-796481 6' Raker Set	3		2	1
Paratech 22-887100K 5 ton Kevlar medium pressure lifting bag set	1			1
Paratech 22-887102K 10 ton Kevlar medium pressure lifting bag set	1		1	
Paratech 22-887104K 14 ton Kevlar medium pressure lifting bag set	1		1	
Paratech 22-887106K 28 ton Kevlar medium pressure lifting bag set	1			1
Paratech 889345 High pressure lifting bag set	1		1	
Paratech P/N 889225 8 bag set	1		1	
Paratech 890300 Master control kit for above	9			
Paratech 22-796212 12-15" Strut	9	6		3
Paratech 22-796206 18-24" Strut	9	6		3
Paratech 22-796200 24-36" Strut	9	3		6
Paratech 22-796202 36-57" Strut	9	3		6
Paratech 22-796204 55-87" Strut	1			
Paratech 22-895400 300 psi Regulator	14	4	6	5
Paratech P/N 880490 In-line relief valve	1	1		
Paratech 22-788103 Dual deadman controller	1	1		
Paratech 885401 Pressure regulator, piston type	1	1		
SearchCam 2000 P/N SC2-STD-CL/A	1	1		
SearchCam Cable Probe Accessory Package P/N SC2-CBL-C/A/ASY	1	1		
SearchCam Super Probe Accessory P/N SC2-SPR-C/A/ASY	1	1		
Debas Life Detector & Sensor complete kit P/N 9197LDC6	1	1		
Hilti PS-20 Multiscan System	1		1	
Hilti FS-10 FaroScan System	1		1	
Hilti DX 460 Powder Actuated fastening Tool	1		1	
Bostitch MH1812CNGT Concrete Nailer	2	1		
Bostitch N100CPP High Power Industrial Coil Nailer	1		1	
Slice pak Complete w/ 3/8" conversion kit	1			1
Hilti TE-55 Comb Demolition Hammer/Drill	1		1	
Hilti TE-76-ATC Comb Demolition Hammer/Drill	1		1	
Hilti 705 Demolition Hammer	1		1	
Hilti 104 Demolition Hammer	1		1	
Hilti 1 3/4 x 12 Core Bit Drills 7 1/2"	1		1	
Hilti 2 1/2 x 12 Core Bit Drills 7 1/2"	1		1	
Hilti 3 1/4 x 12 Core Bit Drills 7 1/2"	1		1	
Hilti 4 x 17 Core Bit Drills 12 1/2"	1		1	
Hilti 5 x 17 Core Bit Drills 12 1/2"	1		1	
Hilti 6 x 17 Core Bit Drills 12 1/2"	1		1	
Hilti Pointed Chisel TE-Y KSM 50 19"	5		4	1
Hilti Pointed Chisel TE-Y KSM 36 14"	4		3	
Hilti Pointed Chisel TE-Y KSM 70 27"	1		1	
Hilti Carbide tip drill set includes 1/2", 5/8", 3/4", 1" x 13"	1		1	
Hilti Carbide tip drill set includes 1 1/4", 1 1/2" x 23"	1			1
Hilti Carbide tip drill 1"	1			1
Hilti Carbide tip drill 9/16" x 13"	1			1
Hilti Carbide tip drill 7/8" x 13"	1			1
Hilti Carbide tip drill 1 1/8" x 23"	1			1
Hilti Carbide tip drill 1 3/8" x 23"	1			1
Hilti Flat Chisel 3/4" x 14"	4		3	1
Hilti WSR -900 PE Reciprocating Saw	4	1	2	
Sihl TS-760 Quick cut saw 16"	1		1	
Sihl 16" diamond cut-off wheel	1		1	
Sihl 16" General Purpose masonry wheel	10		10	
Sihl 16" General Purpose metal wheel	10		10	
Cutter's Edge 14" bar Concrete Chain saw Kit	1		1	
Fasoul EH-19PCU 3/4" corded rebar cutter	1		1	
8' x 4' x 1" sheets Finform Shoring Board	11	6		5
Ellis 4x4 Screw Jack	10		5	5
Ellis 6x6 Screw Jack	5		3	2
Ellis Bridge Jack	10	10		
Ellis Clamp 4x4	10	10		
Ellis Clamp 4x6	10	10		
Ellis Clamp 6x6	10	10		

Distribution

Page 2

Ellis Jack 4x4 Wrench	1	1		5	5
Ellis T Head	10			10	10
Ellis Reshore Spang	20				
Ellis Jack 6x6 wrench	1	1			
Fairmont F-20 Hydraulic Power Supply	2			2	
Stanley BR-45 Breaker	1			1	
Fairmont HPB 46-1 Breaker	1			1	
Fairmont HPB 75-1 Breaker	1			1	
Molt Bit	1			1	
Chisel Bit	1			1	
Pavement Bit	2			2	
Highlift Jack w/ Base and Retainer	2			2	
LOTO Kit	2	1			1